

RETURN TO:
 BANK UNITED OF TEXAS FSB
 DBA COMMONWEALTH UNITED MTG
 1301 N. BABEWOOD, 4TH FLOOR
 SCHAUMBURG ILLINOIS 60173

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COOK COUNTY RECORDER

FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.

131-6931418
729

This Mortgage ("Security Instrument") is given on **DECEMBER 7TH, 1992**.
 The Mortgagor is GUADALUPE AGUIRRE, A SPINSTER. AND, STEPHANIE GARCIA,
 A SPINSTER. AND, ROMANA AGUIRRE, A SPINSTER.

whose address is **2157 N. MELVINA AVE., CHICAGO, ILLINOIS 60639**

(“Borrower”). This Security Instrument is given to **BANK UNITED OF TEXAS FSB**

which is organized and existing under the laws of **UNITED STATES**, and whose address is **3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027**

("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY FOUR THOUSAND ONE HUNDRED FIFTY SEVEN AND 00/100**

Dollars (U.S. \$ **134,157.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JANUARY 1ST, 2023**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

LOT SIX IN BLOCK 10 IN GRAND AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT RAILROAD RIGHT OF WAY, ACCORDING TO PLAT FILED IN THE REGISTRAR'S OFFICE AS DOCUMENT NUMBER 44516. P.I.N. 13-32-120-006-0000

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which has the address of **2157 N. MELVINA AVE.**
[Street]

CHICAGO
[City]

Illinois **60639** **(Zip Code)** ("Property Address");

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7M

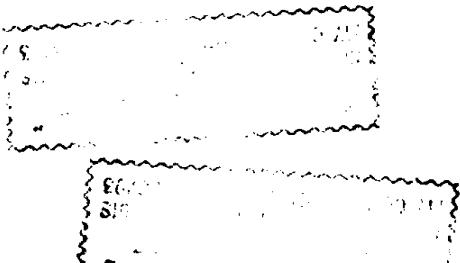
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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(Address)

1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, IL 60173

JODANNE ALITTO

This instrument was prepared by:

My Commission expires:

Given under my hand and official seal, this

day of

OCTOBER 1992

signed and delivered the said instrument as **THEIR**
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**
, personally known to me to be the same person(s) whose name(s)
, A SPINSTER, AND, ROMANA AGUIRRE , A SPINSTER .
do hereby certify that GUADALUPE AGUIRRE . A SPINSTER, AND, STEPHANIE GARCIA
, a Notary Public in and for said County and State,

92933652

1. THE UNDERSIGNED

STATE OF ILLINOIS.

County ss:

Rock

Borrower
(Seal)

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1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tends to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

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Leender shall not be required to enter upon the Property before or during construction of or during the period of application for a building permit or any other time there is a breach of the terms of the Deed.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instruments; (b) Lender shall be entitled to receive all of the rents of the Property, and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent or Lender's written demand to the tenant.

16. Assignment of Leases, Borrower irrevocably assigns and transfers to Lender all the rents and revenues of the Property, Borrower authorizes Lender's agents to collect the rents and revenues and transmits to Lender all security documents copy of which is given to Lender and Lender's copy of which is given to Borrower.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the provisions of this Note which can be given effect without the conflicting provision. To this end the provisions of this Note shall not affect the provisions of this Security Instrument or the Note which are declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing to Borrower's principal address unless otherwise specified hereunder. The notice shall be deemed to have been given to Borrower or Lender if given in this paragraph.

14. Security Instruments. Any notice to Lender's principal address shall be given to Lender if given to Borrower. Any notice to Lender or Borrower given to Borrower or Lender shall be deemed to have been given to Lender if given to Borrower or Lender.

15. First class mail to Lender's principal address shall be deemed to have been given to Lender if given to Lender by first class mail to Lender's principal address. Any notice to Lender shall be deemed to have been given to Lender if given to Lender by first class mail to Lender's principal address.

16. Notice of Default. Any notice of default given to Borrower or Lender shall be given to Borrower or Lender by first class mail to Borrower's principal address or by telephone if given to Borrower or Lender by telephone. Any notice of default given to Borrower or Lender shall be deemed to have been given to Borrower or Lender if given to Borrower or Lender by telephone.

12. Successors and Assigees Bound: Joint and Several Liability, Creditor and Assigns of Covenants and Agreements of this Security Instrument shall bind the successors and assigns of creditor and Borrower who co-signs this of Paragraph 9b. Borrower's successors and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall benefit the terms of this Security Instrument notwithstanding that the Note is modified, (c) agrees that Lender and/or other Borrower may agree to extend, pay the sums secured by this Security Instrument; and (d) agrees that Lender or other Borrower may obligate to convey the rights and obligations under this Security Instrument to another person or entity without that Borrower's consent.

11. Borrower Not a Waiver: Extension of the time of payment by a party
model borrower shall operate to release the sums secured by his
shall not be required to come into the hands of general Borrower's successors in interest.
otherwise wise procedure proceedings against any successor in interest or refuse to extend time for payment in interest.
original Borrower shall be entitled to the liability of his
not be a waiver of power of pre-emption of the exercise of any right or remedy.

10. Recinstalameent. Borrower shall pay to Lender a right to be reinstated if Lender has received immediate payment due under the Note or this Security instrument in full because of foreclosures proceedings initiated to pay amounts due under the Note or this Security instrument. To reinstate the Security instrument, Borrower shall tend to Lender in a lump sum the amount due under the Note or this Security instrument including, to the extent they are obligations of Borrower under this security instrument, foreseeable costs and reasonable attorney fees and expenses payable to Borrower's attorney.

The foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to retain a mortgage insurance premium to the Secretary.

be eligible for insurance under the National Health Act within 8 MONTHS from the date of entry, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary of Defense dated subsequently to the date the date hereof, detailing to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such negotiability. Note which stands.

Section 111 of the *Secrecy of Payments Act* makes it illegal for a bank to disclose information about a payment to a third party without the consent of the payee.

(c) Whether it requires the parties to make any or how many payments in advance, and whether the payments will be made in lump sums or by installments.

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchase of separate desks so occupy the Property but his credit has not been approved in accordance with the terms of the Deed.

(b) There are numerous other applications for the present invention, such as in the field of securities, e.g., where immediate payment in full of the debts incurred by this Security instrument is desired.

(ii) Borrower debtors by failing, for a period of thirty days, to perform any other obligations contained in the terms and conditions of the relevant loan or credit agreement.

(a) **Debtors, creditors, and others.** except as otherwise provided in this section, if the debts or obligations of a debtor are paid by the creditor, the creditor may require payment of the amount so paid by the debtor to the creditor.

8. Fees. Learner may collect fees and charges authorized by the Secretary.

payments, which are referred to in Paragraph 2, or charge the amount of such payments. Any excess proceeds over a

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(vii) any other information which may be required by law from time to time.
Current Index and the date it was published, (viii) the method of calculating the change in monthly payment amount, and
(ix) the Change Date, (x) the old interest rate, (xi) the new monthly payment amount is due, and must set forth (ii) the date of the notice
be given at least 25 days before the new monthly payment amount is due, and notice of the notice must
Lender will give to Borrower of any change in the interest rate and monthly payment amount. The notice must
(iv) Notice of Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest
to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest
be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments
through substitution equal payments. In making such calculation, Lender will use the unpaid principal balance which would
interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate
(E) Calculation of Payment Change

The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.
The increase or decrease by more than one percentage point (1.0%) or the single Change Date,
(D) Limits on Interest Rate Changes

the next Change Date.
Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new percentage point (0.125%).
points (e.g., 500%) to the current index and rounding the sum to the nearest one-eighth of one percentage point until
the new interest rate will never increase or decrease by more than one percentage point (1.0%) or the single Change Date.

TWO AND ONE-HALF

Before each Change Date, Lender will calculate a new interest rate by adding a margin of
(C) Calculation of Interest Rate Changes

"Change Date" means each date on which the interest rate could change.
"Change Date" means the first day of APRIL 1, 1994
, and the day of each succeeding year.
(B) The Index
Beginning with the First Change Date, the interest rate will be based on an index, "index" means the weekly average
yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal
Reserve Board, "Current Index" means the most recent index available 30 days before the Change Date, if the index
(as defined above) is no longer available, Lender will use a new index described by the Secretary. As used in
this Rider, "Secretary" means the Secretary of Housing and Urban Development or his/her designee. Lender will give
Borrower notice of the new index.

(A) Change Date
The interest rate may change on the first day of APRIL 1, 1994
, and that day of each succeeding year.

INTEREST RATE AND MONTHLY PAYMENT CHANGES

Borrower and Lender further covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE
INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE
AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME
AND THE MAXIMUM RATE THE BORROWER MUST PAY

(Property Address)

2157 N. MELVINA AVE., CHICAGO, ILLINOIS 60639

(the "Lender") of the same date and covering the property described in the Security instrument and located at

TEXAS 77027
BANK UNITED OF TEXAS FSB, 3500 SOUTHWEST FREEWAY, #2000, HOUSTON,

DECEMBER, 1992
THIS ADJUSTABLE RATE RIDER is made this 7TH
day of DECEMBER, 1992
and is incorporated into and shall be deemed to amend and supplement
the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned
("Borrower") to secure Borrower's Note ("Note") to

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